Board, hereinafter referred to as the General Counsel 1/ and the Board respectively, by the Regional Director for Region 16, Ft. Worth, Texas, issued its amended complaint dated December 8, 1967, against Central Machine & Tool Company, Inc., hereinafter referred to as the Respondent. This complaint alleged that Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (3), and (5) and Section 2(6) and (7) of the Labor Management Relations Act, 1947, as amended, herein referred to as the Act.

Respondent duly filed its answer admitting certain allegations of the complaint but denying the commission of any unfair labor practices.

Pursuant to notice a hearing thereon was held in Enid, Oklahoma, from January 15 to January 20, 1968, inclusive, before me. All parties appeared at the hearing, were represented by counsel, and were afforded full opportunity to be heard, to produce, to examine and cross-examine witnesses, and to introduce evidence material and pertinent to the issues. At the conclusion of the hearing, oral argument was waived. Briefs were received from General Counsel and Respondent on March 7, 1968.

1/ This term specifically includes the attorney appearing for the General Counsel at the hearing.

Upon the entire record in the case and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. The Business of Respondent

The complaint alleged, the answer admitted, and I therefore find:

Central Machine & Tool Company, Inc., is, and has been at all times material herein, a corporation duly organized under and existing by virtue of the laws of the State of Oklahoma, having its principal office and place of business at 3005 N. Enid Boulevard in the City of Enid, Oklahoma, herein called its plant, where it is engaged in the manufacture of tools and couplings.

During the past 12 months, which period is representative of all times material herein, Respondent, in the course and conduct of its business operations, purchased, transferred, and delivered to its plant goods and materials valued in excess of $50,000.00, which were transported to said plant directly from States of the United States other than the State of Oklahoma.

Accordingly, I find that Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. The Labor Organization Involved

International Association of Machinists and Aerospace Workers, AFL--CIO, is a labor organization admitting to membership employees of Respondent.

III. The Unfair Labor Practices

A. The Refusal to Bargain

1. The appropriate unit

The complaint alleged, the answer admitted and I find that:

All production and maintenance employees, including truckdrivers and regular part-time employees, but excluding office clerical employees, professional and technical employees, guards, watchmen, and supervisors as defined in the Act, as amended, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

2. The majority and certification

The complaint alleged, Respondent at the hearing admitted, and I find that:

On March 15, 1967, a majority of the employees of Respondent in the unit described above, by secret-ballot election conducted under the supervision of the Regional Director of Region 16 of the National Labor Relations Board, designated and selected the Union as their representative

for the purposes of collective bargaining with Respondent. The Union was certified as such representative on May 3, 1967.

3. The refusal to bargain

The complaint herein alleged that Respondent refused to bargain by: (1) Negotiating throughout in bad faith; *** (6) conditioning the Union's right to call a strike as the last step in the grievance procedure upon "the issue must be fairly presented to the membership of the bargaining unit after due notice, and more than 50 percent of the members of the bargaining unit authorized to strike." 2/

In the light of the ultimate developments which occurred in part during the instant hearing, it seems a waste of time now to detail at any length the proposals, counterproposals, arguments, and counterarguments made in each of the 14 actual negotiation meetings held between May 31, 1967, and January 17, 1968, as was done during the presentation of the testimony here.

2/ This ground was not alleged in the complaint but was fully litigated at the hearing with a concurrence of Respondent's attorney.

Suffice it to say here that, in general, all major issues between the parties on the terms of the contract from the commencement of negotiations on May 31, 1967, to January 16, 1968, remained unresolved due, in large measure, to Respondent's insistence throughout that "all decisions are to be made by management." Then, during the instant hearing, a letter dated January 16, 1968, from Respondent to the Union suddenly resolved all issues but the ballot issue satisfactorily to both parties. This sole remaining issue will be discussed hereinafter. 3/

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*** Early in the negotiations the grievance procedure proposed by the Union was acceptable to the Respondent up to the final step which was arbitration. Carter for Respondent stated that Parrish would never agree to arbitration as he did not want any third person telling him how to run his company. Carter did agree that, in lieu of arbitration, the Union would have the right to strike if it were still dissatisfied after conferring with Parrish as Respondent's proposed final step of the grievance procedure. However, during the October 5, meeting, Carter conditioned the Union's

3/ Although this ballot issue arose originally at the session held on October 5, 1967, the issue was not pleaded in the complaint. However, when General Counsel offered Respondent's January 16 letter and the Union's January 17 answer in evidence, Respondent's attorney stated on the record that, if the General Counsel had not offered the documents, he would have. Thus the issue was fully litigated at the hearing.

right to strike at the end of the agreed-upon grievance procedure upon a requirement that the Union could strike only after a majority of all employees in the bargaining unit, whether union or non-union, voted affirmatively to strike. This condition the Union flatly refused to agree to. The Union was adamant then and is still adamant against this condition.

Although the parties reached many agreements during this October 5 meeting, this proved to be the next to last meeting between the parties. The last meeting was held on November 21 in the absence of Carter. Several more agreements were reached. But Respondent still insisted that all unit employees had to vote strike authorization before the Union would be permitted to strike. The union still refused to accept this requirement. In addition the Union was at the time objecting to the management-rights clause which Respondent had proposed. These two items were by this time the major points of disagreement between the parties. After November 21, there was considerable correspondence between the parties but no further face-to-face negotiations until the morning before the instant hearing opened when their parties again talked face to face which resulted in the Respondent's letter dated January 16, 1968.

This counterproposal submitted by Carter in the January 16 letter contained the following:

(w) Article XXIV -- Grievance Procedure -- This will be in accordance with the Article XXIV of the Company's counterproposal outlining the grievance procedure except the addition of paragraph 3. The first paragraph of the procedure provides for the submission of a grievance to the shop or union steward. The second step provides for adjustment by the shop foreman or a supervisor. The third step provides for submission of a grievance if not settled, to the Plant Manager or the President of the Company. The fourth step will constitute the remedy of the Union, in that it may call a strike, providing that the issue is fairly presented to the membership of the bargaining unit after due notice, and more than 50% of the members of the bargaining unit authorized (sic) to strike. It is assumed and hoped by the Company that it will never be necessary to resort to the remedy as provided therein; but it is available in the event the Union should desire to utilize it.

*****

*** (dd) Article XXX -- Strikes -- In consideration of the fact that you have agreed to our management clause, and we in turn, have agreed to eliminate the lockout clause, the Company would further agree that in the event any grievance is not settled on the last step of the Grievance Procedure, the Union will have the right to strike, provided, of course, that the issue is fairly presented to the personnel of the Production and Maintenance Department which represents your bargaining unit,

and that on proper notice of such hearing, you secure a majority vote of all of the members in the bargaining unit which you represent.

By hand-written letter dated the following day, January 17, the Union, after pointing out that by telephone Respondent had agreed to reinstate the quarterly bonus payments (mentioned above), accepted Respondent's counterproposal contained in its January 16 letter with the sole exception of the above-quoted articles which the Union continued to maintain were illegal. Thus through negotiations continuing through the period of the instant hearing, the parties reached agreement on every article of a complete contract except for the issue presented by the paragraphs from Respondent's January 16 counterproposal quoted above. Thus the condition precedent to the Union's right to strike as quoted above is the only thing preventing a complete agreement between the parties.

There can be no question but that the condition precedent to striking insisted upon by Respondent is illegal and that Respondent's insistence thereupon to impasse constitutes a refusal to bargain in violation of Section 8(a)(5) of the Act. The Supreme Court so held in NLRB v. Wooster Division of Borg-Warner Corporation, 356 U.S. 342, 349, 350, where the Court in sustaining the Board's 8(a)(5) finding said:

"Since it is lawful to insist upon matters within the scope of mandatory bargaining and unlawful to insist upon matters without, the issue here is whether either the "ballot" or the "recognition" clause is a subject within the phrase "wages, hours, and other terms and conditions of employment" which defines mandatory bargaining. The "ballot" clause is not within that definition. It relates only to the procedure to be followed by the employees among themselves before their representative may call a strike or refuse a final offer. 4/ It settles no term or condition of employment --- it merely calls for an advisory vote of the employees. It is not a partial "no-strike" clause. A "no-strike" clause prohibits the employees from striking during the life of the contract. It regulates the relations between the employer and the employees. See NLRB v. American Co., supra, at 408, n. 22. The "ballot" clause, on the other hand, deals only with relations between the employees and their unions. It substantially modifies the collective-bargaining system provided for in the statute by weakening the independence of the "representative" chosen by the employees. It enables the employer, in

4/ The "ballot" clause in the quoted case is substantially the same as Respondent proposed in the instant case.

effect, to deal with its employer rather than with their statutory representative. Cf. Medo Photo Corp. vs. NLRB, 321 U.S. 678."

Accordingly, I must, and hereby do, find that by insisting upon such illegal condition as the "ballot" clause to impasse Respondent refused to bargain in violation of Section 8(a)(5) of the Act. In addition, I would also hold that from May 31, 1967, to January 16, 1968, Respondent failed to bargain in good faith with the Union as the representative of the employees in the appropriate unit.

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***IV. The Effect of Unfair Labor Practices Upon Commerce

The activities of the Respondent set forth in section III above, occurring in connection with the operations of the Respondent described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

It having been found that Respondent has engaged in certain unfair labor practices, it will be recommended that Respondent cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

****

***Having found that Respondent has refused to bargain in good faith with the Union as the certified bargaining agent for all of Respondent's production and maintenance employees in the appropriate unit and that Respondent particularly so refused to bargain on January 16, 1968, by its insistence upon the inclusion in such contract of a certain illegal requirement as found heretofore when, in all other respects, the parties had otherwise reached agreement as shown by the Union's letter of January 17, 1968. In the light of these facts and in order to restore the status quo, I will recommend that, upon request, Respondent bargain in good faith with the Union as the certified representative of Respondent production and maintenance employees in the appropriate unit, or at the Union's option, that Respondent execute the agreement offered by Respondent in its letter of January 17, 1968, with the exception of the illegal condition attached thereto by Respondent and found above.

Because of the variety of the unfair labor practices engaged in by the Respondent, I sense an opposition by Respondent to the policies of the Act in general, and hence I deem it necessary to order Respondent to cease and desist from in any manner infringing upon the rights guaranteed its employees in Section 7 of the Act.

CONCLUSIONS OF LAW

1. International Association of Machinists and Aerospace Workers, AFL--Cio, is a labor organization admitting to membership employees of Respondent.

****

***3. All production and maintenance employees, including truckdrivers and regular part-time employees, but excluding office clerical employees, professional and technical employees, guards, watchmen and supervisors, as defined in the Act, as amended, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. On May 3, 1967, and at all times thereafter, the Union has been, and now is, the representative for the purposes of collective bargaining of all of Respondent's employees in the above-described appropriate unit, and, by virtue of Section 9(a) of the Act, has been and now is the exclusive representative of all employees in such appropriate unit for the purposes of collective bargaining with Respondent in respect to rates of pay, wages, hours of employment, and other conditions of employment.

5. By refusing from on and after May 31, 1967, and particularly on January 16, 1968, and at all times thereafter, to bargain in good

faith with the Union as such exclusive representative of its employees, Respondent has refused to bargain with such certified union as such representative in good faith in violation of Section 8(a)(5) and (1) of the Act.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the foregoing findings of fact and conclusions of law, and upon the entire record, I hereby issue the following:

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this case, I recommend that Central Machine & Tool Company, Inc., Enid, Oklahoma, its officers, agents successors, and assigns, shall:

1. Cease and desist from:

******

***(b) Refusing to bargain in good faith with International Association of Machinists and Aerospace Workers, AFL--CIO, as the certified representative of all Respondent's production and maintenance employees in the appropriate unit consisting of all production and maintenance employees, including truckdrivers and regular part-time employees, but excluding office clerical employees, professional and technical employees. guards, watchmen and supervisors as defined in the Act.

(c) In any like or related manner interferring with the employees' right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in any other union or concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain therefrom except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in the proviso of Section 8(a)(3) of the Act, as amended.

2. Take the following affirmative action designed to effectuate the policies of the Act:

****

***(b) Upon request, bargain in good faith with International Association of Machinists and Aerospace Workers, AFL--CIO, as the certified bargaining representative of all those employees of Respondent in the appropriate unit found above or, at the Union's option, execute the agreement offered by Respondent to said Union by letter dated January 16, 1968, as altered and accepted by the Union's letter of January 17, 1968, omitting the illegal condition found above herein.

****

***(d) Post at its plant in Enid, Oklahoma, copies of the attached notice marked "appendix". 7/ Copies of said notice, on forms provided by the Regional Director for Region 16, shall be posted by Respondent, after being duly signed by its representative, immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the said Regional Director, in writing, within 20 days from the date of the receipt of this Decision, what steps Respondent has taken to comply herewith. 8/

7/ In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order, shall be substituted for the words "a Decision and Order".

8/ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify the Regional Director for Region 16, in writing, within 10 days from date of this order, what steps Respondent has taken to comply herewith".

IT IS FURTHER RECOMMENDED that, unless Respondent notifies said Regional Director within 20 days from the receipt hereof, that it will take the action here recommended, that the Board issue an order directing Respondent to take the action here recommended.

Dated at Washington, D.C.
May 23, 1968.

"Certified True Copy
O.W. Fields
Executive Secretary, NLRB
Date: May 23, 1968."

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

****

***WE WILL bargain in good faith with International Association of Machinists and Aerospace Workers, AFL--CIO, as the certified reprentative of our production and maintenance employees in the appropriate unit or, at the Union's option, we will execute an agreement containing all those terms and conditions offered in our letter to the Union dated January 16, 1968, as accepted and amended by the Union's letter dated January 17, 1968, but deleting the illegal condition of prestrike balloting by unit employees.

All our employees are free to become or remain, or to refrain from becoming or remaining, members of the aforesaid Union or of any other labor organization, except to the extent that this right may be affected by an agreement executed in convirmation with Section 8(a)(3) of the Act, as amended.

CENTRAL MACHINE & TOOL
COMPANY, INC.
Employer

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, Room 8A24, Federal Office Building, 819 Taylor Street, Fort Worth, Texas 76102, Telephone 334-2921.

APPENDIX

SUPREME COURT
OF
THE UNITED STATES

CENTRAL MACHINE & TOOL COMPANY, INC.

Petitioner,

VS.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

NO. 938

APPENDIX II -- Decision and Order of the NLRB.

[1094]

DECISION AND ORDER

On May 23, 1968, Trial Examiner Thomas S. Wilson, issued his Decision in the above-entitled case, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing, and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and brief, and the entire record in this case, and hereby adopts the findings, conclusions, 1/ and recommendations 2/ of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, and orders that the Respondent, Central Machine & Tool Company, Inc., Enid, Oklahoma, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

Dated, Washington, D. C., August 19, 1968.

John H. Fanning, Member

Howard Jenkins, Jr., Member

Sam Zagoria, Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

APPENDIX

SUPREME COURT
OF

THE UNITED STATES

CENTRAL MACHINE & TOOL COMPANY, INC.,

Petitioner,

VS.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

NO. 938

Appendix III -- Opinion of the United States Court of Appeals, dated July 15, 1970, substantially affirming.

UNITED STATES COURT OF
APPEALS
TENTH CIRCUIT

MAY, 1970, TERM

NATIONAL LABOR RELATIONS BOARD, Petitioner,	)	
vs.	)	NO. 543-69
CENTRAL MACHINE & TOOL COMPANY, INC., Respondent.	)	

ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

John I. Taylor, Attorney NLRB, Washington, D.C. (Arnold Ordman, General Counsel, Dominick L. Manoli, Associate General Counsel, Marcel Mallet-Prevost, Assistant General Counsel, and Ronald Greenberg, Attorney NLRB, Washington, D.C., on the brief) for Petitioner;

Frank Carter, Enid, Oklahoma, (Stephen Jones, Enid, Oklahoma, on the brief) for Respondent.

Before PHILLIPS, BREITENSTEIN and HILL, United States Circuit Judges.

HILL, Circuit Judge.

The National Labor Relations Board is before this Court seeking enforcement of its decision and order of August 19, 1968, against Central Machine & Tool Company, Inc. The Company was found to have engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1) and section 8(a)(5) of the Act and to have failed to bargain in good faith as defined in section 8(d). With only slight modification, the findings and conclusions of the trial examiner were adopted by the Board and, pursuant to section 10(c) of the Act, it ordered the enforcement of the examiner's recommended order. The alleged unfair labor practices occurred in Enid, Oklahoma. We have jurisdiction to enforce the order under 29 U.S.C. §160(e).

It is undisputed that a local of the International Association of Machinists and Aerospace Workers was elected and certified on May 3, 1967, as the collective bargaining representative of a unit comprising all production and maintenance employees, including truck drivers and regular part-time employees at Central Machine & Tool Company. The complaint alleged, and the trial examiner found, that the Company refused to bargain by (1) negotiating throughout in bad faith; (2) dilatorily failing and refusing to meet at reasonable times; (3) unilaterally granting wage increases to unit employees on or about May 28, 1967, and again on January 12, 1968, while purporting to negotiate wages with the Union; (4) unilaterally withdrawing a quarterly bonus to unit employees on July 16, 1967; (5) refusing the Union's request for information regarding the unilateral wage increases; and

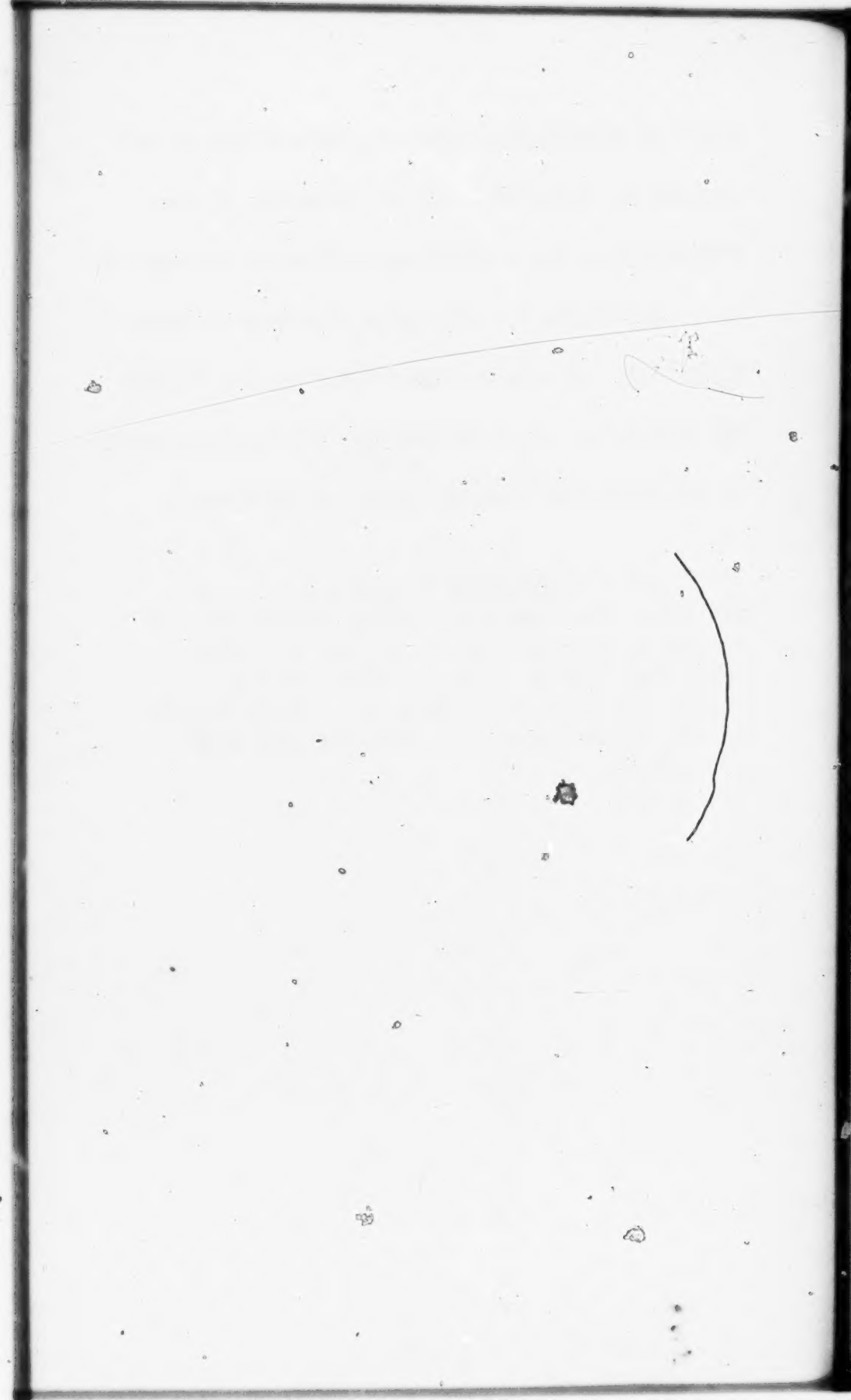
(6) conditioning the Union's right to call a strike on the last step in the grievance procedure upon "the issue (being) fairly presented to the membership of the bargaining unit after due notice, and more than 50 per cent of the members of the Bargaining Unit authorizes (sic) the strike".

The trial examiner also found that the Company constructively discharged a pro-union employee by "starving him out", that is, by deliberately failing to provide him with work because of his known pro-union activities and sympathies.

As the parties recognize, the question is one of substantial evidence. Our review is limited to searching the record to see if there is substantial evidence to support the fact findings. 29 U.S.C. § 160(e). We do not sit as a super trial examiner, and do not weigh the credi-

bility of one witness against another nor do we search for contradictory inferences. 1/ Notwithstanding the conflicting testimony throughout this record and the divergent opinions connected therewith, we are satisfied that, on the whole, the record is ample to support the findings made by the examiner and accepted by the Board.

1/ NLRB v. Thompson Transport Co., Inc., 421 F2d, 154 (10th Cir. 1970); Pacific Intermountain Express Co. v. NLRB, 412 F2d 1 (10th Cir. 1969); Cain's Coffee Co. vs. NLRB, 404 F2d 1172 (10th Cir. 1968); NLRB vs. St. Clair Lime Co., 315 F2d 224 (10th Cir. 1963).



The Company has questioned the propriety of the finding which states that they have violated section 8(a)(5) of the Act by insisting on the "ballot" clause. The trial examiner premised his finding of a section 8(a)(5) violation upon NLRB v. Wooster Division of Borg-Warner Corporation, 356 U.S. 342 (1958). One of the questions in that case was whether a "ballot" clause, similar to the one proposed here, was within the scope of mandatory bargaining. The Court answered in the negative, holding that insisting on its inclusion to the point of impasse was an unfair labor practice since it was tantamount to a refusal to bargain on "mandatory" subjects.

Basically, the Company now argues that Mr. Justice Harlan's dissent in Borg-Warner ought to control the disposition of the instant controversy. Despite the merit of that rationale, it cannot be gainsaid that it does not represent the

governing rule of law under which we must decide this case. The trial examiner and the Board properly relied on the Borg-Warner case.

During oral argument the Company contended that the Board's order was too broad in ordering execution of the contract agreed to by both parties, minus the "ballot" clause. The Board responded that this was a new argument that could not be raised before this Court. By a subsequent motion, the Company points to an earlier objection of record which does make reference to the order being too broad. However, the rather general objection and the argument now posed are without merit.

Borg-Warner upheld the authority of the Board to require a party to sign a contract, the terms of which have been agreed to, except for a clause upon which a party has no right to insist. That case supports the authority of the

Board to adopt the recommended order here which requires the Company, at the Union's option, to execute the agreement offered by the Company but omitting the objectionable "ballot" clause.

H. K. Porter Company, Inc. vs. NLRB, _____U.S._____(1970) decides a wholly different issue. Certiorari was there granted to consider whether the Board, in those circumstances, had the power to remedy predetermined unfair labor practices by requiring the Company to agree to check off dues. The Conclusion was that, in that unique situation, the Board could not compel a company or a union to agree to any substantive contractual provision of a collective bargaining agreement.

That decision does not impinge on the vitality of the Borg-Warner rule. The Board's authority to require a party to sign a contract, agreed upon except as to nonmandatory bargaining

subjects, may not be equated with an absence of power to affirmatively impose substantive contractual provisions as a remedy to predetermined unfair labor practices. Likewise, the H. K. Porter case does not appear to withdraw the Board's authority to determine whether a section 8(a)(5) violation has occurred by a company's insistence upon including a nonmandatory bargaining subject to a point of impasse.

The motion for transmission to the court of an additional protion of the record is denied and enforcement of the order of the NLRB is hereby granted.

APPENDIX

SUPREME COURT
OF
THE UNITED STATES

CENTRAL MACHINE & TOOL COMPANY, INC.

Petitioner,

VS.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

NO. 938

Appendix IV -- Judgment of the Circuit Court of Appeals for the Tenth Circuit substantially affirming, dated dated and filed August 7, 1970.

UNITED STATES COURT OF APPEALS
FOR THE TENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD, Petitioner,	)	
vs.	)	NO. 543-69
CENTRAL MACHINE & TOOL COMPANY, INC. Respondent.	)	

JUDGMENT

BEFORE: Phillips, Breitenstein and Hill, United States Circuit Judges.

THIS CAUSE came on to be heard upon the application of the National Labor Relations Board for enforcement of a certain order issued by it against Respondent, Central Machine & Tool Company, Inc., its officers, agents, successors, and assigns on August 19, 1968. The Court heard argument of respective counsel on May 22, 1970, and has considered the briefs and transcripts of record filed in this cause. On July 15, 1970, the Court being fully advised in the premises, handed down its decision granting enforcement of the Board's Order. In conformity herewith, it is hereby

ORDERED AND ADJUDGED by the United States Court of Appeals for the Tenth Circuit that the said order of the National Labor Relations Board

in said proceeding be enforced, and that Central Machine & Tool Company, Inc., its officers, agents, successors, and assigns abide by and perform the directions of the Board in said order contained.

JUDGE, United States Court of Appeals for the Tenth Circuit

DATED: August 7, 1970.